IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.38 OF 1999

G.M.Breweries Ltd. .. Plaintiffs

Versus

S.V.Kalbhor .. Defendant

Mr.O.A.Das for plaintiffs

CORAM : S.C.DHARMADHIKARI, J.

DATE : 10th September 2007.

P.C.

. Mr.Das learned Counsel appearing for plaintiffs relies upon the affidavit of bailiff in the office of Dy.Sheriff and the acknowledgement thereon evidencing receipt of

writ of summons and the packet containing not only the same but the plaint and the annexures thereto by the defendant.

2. He submits that the suit is filed on the basis on purchase order, invoices, delivery challans which together constitute a written contract between parties. Similarly, there is an acknowledgement of liability of Rs.1,19,158/- of the claim of plaintiffs. However, the liability of Rs.1,19,158/- despite being acknowledged by the defendants, remained unpaid and that is how the principal amount and the interest under the subject invoices has been claimed.

3. Mr.Das tenders affidavit proving service and the original documents along with list. The same are taken on record and marked as Exh.A and A-1 respectively.

4. There is no appearance filed within the

time specified under Order XXXVII of C.P.C. Mr.Das invites my attention to the fact that the suit claim is within limitation so also by virtue of para 13, this Court has jurisdiction to try and entertain this suit. I have satisfied myself that the requirements contemplated under Order XXXVII are complied with, inasmuch as the suit is based on a written contract evidenced by the above documents. There is also acknowledgement of liability and part payment. The claim is within limitation. Hence, there will be a decree as prayed for. Refund as per rules. No costs. C.C. expedited.

(S.C.DHARMADHIKARI, J)